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12 SAN FRANCISCO HOUSING AUTHORITY

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

16 AHSAN KHAN, et al.

17 Plaintiffs,

18 vs.

19 SAN FRANCISCO HOUSING
20 AUTHORITY,

21 Defendant.

Case No.: CV-07-6209-CW

**DEFENDANT SAN FRANCISCO
HOUSING AUTHORITY'S ANSWER
TO PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR INJUNCTIVE,
DECLARATORY AND MONETARY
RELIEF**

22 COMES NOW defendant SAN FRANCISCO HOUSING AUTHORITY (hereafter
23 "SFHA" or "this answering defendant") and answers the unverified First Amended Complaint
24 (hereafter, for brevity, "Complaint") of plaintiffs, as follows:

25 **ANSWERS TO THE ALLEGATIONS SET FORTH IN INTRODUCTION**

26 1. In answer to Paragraph 1 of the Complaint, this answering defendant is informed
27 and believes, and based upon such information and belief, admits that Plaintiffs, AHSAN
28 KHAN and SALEHA KHAN, individually and on behalf of their minor children, IRFAN
KHAN, ASIF KHAN, NOREEN KHAN, KAYNAT KHAN, LAIBA KHAN and BILAL

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1 KHAN, and REHANA KHAN, individually, (collectively the Khan family) bring this action for
2 injunctive, declaratory and monetary relief against Defendant San Francisco Housing Authority
3 (SFHA) under federal and state fair housing laws. This answering defendant denies the
4 remaining allegations contained in Paragraph 1 of the Complaint.

5 2. In answer to Paragraph 2 of the Complaint, this answering defendant is informed
6 and believes, and based upon such information and belief, admits that the plaintiffs are of the
7 Islamic faith, and Pakistan is their country of origin. This answering defendant is informed and
8 believes, and based upon such information and belief, admits that Mr. Khan speaks limited
9 English and cannot read English. This answering defendant admits that, in 2005, the plaintiffs
10 moved into an apartment building owned and managed by SFHA. This answering defendant
11 denies the remaining allegations contained in Paragraph 2 of the Complaint.

12 3. In answer to Paragraph 3 of the Complaint, this answering defendant is informed
13 and believes, and based upon such information and belief, admits that, in August 2005, the
14 plaintiffs' apartment was broken into. This answering defendant denies the remaining
15 allegations contained in Paragraph 3 of the Complaint.

16 4. In answer to Paragraph 4 of the Complaint, this answering defendant denies the
17 allegations contained in Paragraph 4 of the Complaint, with the clarification that this answering
18 defendant is without knowledge or information sufficient to form a belief as to the reason why
19 plaintiffs did not return to live in the apartment and on that basis denies this allegation.

20 5. In answer to Paragraph 5 of the Complaint, this answering defendant denies that
21 it acted with callous indifference to the plaintiffs' situation. This answering defendant admits the
22 remaining allegations contained in Paragraph 5 of the Complaint, with the clarification that the
23 claims on behalf of Muslim tenants were alleged by Interveners.

24 6. In answer to Paragraph 6 of the Complaint, this answering defendant admits that,
25 at the conclusion of extensive discovery, the parties entered into a Consent Decree, signed by
26 this Court. Among his terms, the Decree provided that the Court would have jurisdiction over
27 SFHA for a period of three years, until January 2007, and mandated that the Housing Authority
28

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1 quickly process transfer applications and provide priority transfers to tenants subjected to
 2 religious or national origin harassment. This answering defendant denies the remaining
 3 allegations contained in Paragraph 6 of the Complaint.

4 7. In answer to Paragraph 7 of the Complaint, this answering defendant denies each
 5 and every allegation contained therein.

6 8. In answer to Paragraph 8 of the Complaint, this answering defendant denies that
 7 it acted with callous and reckless disregard of the plaintiffs federally protected rights, or the
 8 obligations specifically agreed to in the Consent Decree, or that the plaintiffs were injured as a
 9 result of the conduct of SFHA. This answering defendant is without knowledge or information
 10 sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis,
 11 denies the remaining allegations contained in Paragraph 8 of the Complaint.

12 9. In answer to Paragraph 9 of the Complaint, this answering defendant denies that
 13 the plaintiffs were injured as a result of the conduct of SFHA and denies that plaintiffs are
 14 entitled to the damages they seek. This answering defendant is informed and believes, and based
 15 upon such information and belief, admits that the plaintiffs are seeking the alleged injunctive
 16 relief and damages, but deny that plaintiffs are entitled to such injunctive relief or damages.

17 **II. JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT**

18 10. In answer to Paragraph 10 of the Complaint, this answering defendant admits the
 19 allegations contained in Paragraph 10 of the Complaint.

20 11. In answer to Paragraph 11 of the Complaint, this answering defendant admits the
 21 allegations contained in Paragraph 11 of the Complaint.

22 12. In answer to Paragraph 12 of the Complaint, this answering defendant admits the
 23 remaining allegations contained in Paragraph 12 of the Complaint.

24 **III. PARTIES**

25 13. In answer to Paragraph 13 of the Complaint, this answering defendant admits that
 26 Potrero Terrace is owned and operated by Defendant SFHA and located in the City and County
 27 of San Francisco, California. This answering defendant is informed and believes, and based upon
 28

1 such information and belief, admits the remaining allegations contained in Paragraph 13 of the
2 Complaint.

3 14. In answer to Paragraph 14 of the Complaint, this answering defendant is informed
4 and believes, and based upon such information and belief, admits the allegations contained in
5 Paragraph 14 of the Complaint.

6 15. In answer to Paragraph 15 of the Complaint, this answering defendant is informed
7 and believes, and based upon such information and belief, admits the allegations contained in
8 Paragraph 15 of the Complaint.

9 16. In answer to Paragraph 16 of the Complaint, this answering defendant admits the
10 allegations contained in Paragraph 16 of the Complaint.

11 **IV. ANSWERS TO THE ALLEGATIONS SET FORTH IN FACTUAL**
12 **ALLEGATIONS**

13 17. In answer to Paragraph 17 of the Complaint, this answering defendant is informed
14 and believes, and based upon such information and belief, admits the allegations contained in
15 Paragraph 17 of the Complaint.

16 18. In answer to Paragraph 18 of the Complaint, this answering defendant is
17 informed and believes, and based upon such information and belief, admits the allegations
18 contained in Paragraph 18 of the Complaint.

19 19. In answer to Paragraph 19 of the Complaint, this answering defendant is without
20 knowledge or information sufficient to form a belief as to the truth or falsity of the allegations,
21 and on that basis, denies the allegations contained in Paragraph 19 of the Complaint.

22 20. In answer to Paragraph 20 of the Complaint, this answering defendant is without
23 knowledge or information sufficient to form a belief as to the truth or falsity of the allegations,
24 and on that basis, denies the allegations contained in Paragraph 20 of the Complaint.

25 21. In answer to Paragraph 21 of the Complaint, this answering defendant is without
26 knowledge or information sufficient to form a belief as to the truth or falsity of the allegations,
27 and on that basis, denies the allegations contained in Paragraph 21 of the Complaint.

28 22. In answer to Paragraph 22 of the Complaint, this answering defendant is informed

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1 and believes that, on or about August 28, 2005, plaintiffs left their apartment and, when they
2 came home later that day, found their apartment had been ransacked and many of their personal
3 possessions gone and that plaintiffs called the police. This answering defendant denies that the
4 break-in was a hate crime perpetrated against the plaintiffs because of their religion and national
5 origin. This answering defendant is without knowledge or information sufficient to form a belief
6 as to the truth or falsity of the remaining allegations, and on that basis, denies the remaining
7 allegations contained in Paragraph 22 of the Complaint.

8 23. In answer to Paragraph 23 of the Complaint, this answering defendant admits that
9 the police discovered that the perpetrator(s) had used a crawl space behind the interior wall of
10 the plaintiff's living room to enter the apartment. This answering defendant denies the remaining
11 allegations contained in Paragraph 23 of the Complaint.

12 24. In answer to Paragraph 24 of the Complaint, this answering defendant is without
13 knowledge or information sufficient to form a belief as to the truth or falsity of the allegations,
14 and on that basis, denies the allegations contained in Paragraph 24 of the Complaint.

15 25. In answer to Paragraph 25 of the Complaint, this answering defendant admits that
16 on August 29, 2005, Mr. Khan, accompanied by a friend, spoke with the manager of the
17 apartment complex to report that someone had broken into his family's apartment the previous
18 day. This answering defendant denies the remaining allegations contained in Paragraph 25 of
19 the Complaint.

20 26. In answer to Paragraph 26 of the Complaint, this answering defendant admits that
21 the manager gave him a transfer form and asked him to fill it out, and that Mr. Khan eventually
22 submitted the completed form to the manager. This answering defendant is without knowledge
23 or information sufficient to form a belief as to the truth or falsity of the allegations regarding
24 whether Mr. Khan's friend, Mr. Rajput, completed the transfer request for Mr. Khan, and on that
25 basis, denies these allegations. This answering defendant additionally denies the remaining
26 allegations contained in Paragraph 26 of the Complaint.

27 27. In answer to Paragraph 27 of the Complaint, this answering defendant is currently
28 without knowledge or information sufficient to form a belief as to the truth or falsity of the

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allegations, and on that basis, denies the allegations contained in Paragraph 27 of the Complaint.

28. In answer to Paragraph 28 of the Complaint, this answering defendant admits that Mr. Khan contacted the manager on more than one occasion to check on the status of their transfer request. This answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the remaining allegations contained in Paragraph 28 of the Complaint. This answering defendant additionally denies the remaining allegations contained in Paragraph 28 of the Complaint.

29. In answer to Paragraph 29 of the Complaint, this answering defendant is informed and believes, and based upon such information and belief, admits that plaintiffs' apartment may have been burglarized on more than one occasion and that the items stolen may have included furniture and large appliances. This answering defendant denies the remaining allegations contained in Paragraph 29 of the Complaint.

30. In answer to Paragraph 30 of the Complaint, this answering defendant admits that, as director of the eligibility department, Ms. Sparks was charged with the responsibility of determining eligibility for transfers, including priority transfers for alleged victims of hate crimes. This answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the remaining allegations contained in Paragraph 30 of the Complaint.

31. In answer to Paragraph 31 of the Complaint, this answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the remaining allegations contained in Paragraph 31 of the Complaint.

32. In answer to Paragraph 32 of the Complaint, this answering defendant admits that Ms. Sparks determined that the plaintiffs did not meet the criteria for a priority transfer and, by letter dated September 8, 2005, Ms. Sparks denied plaintiffs' request for a priority transfer. This answering defendant denies the remaining allegations contained in Paragraph 32 of the Complaint.

33. In answer to Paragraph 33 of the Complaint, this answering defendant admits that

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1 SFHA's civil rights policy provides for redress, and in some instances tenants may be eligible
2 for transfer, if they have been victims of a civil rights incident; and sets forth several indicia
3 of a civil rights incident including bias-related drawings at the scene of an incident, objects used
4 in the crime indicating bias, the victims are members of ethnic/national origin outnumbered by
5 members of another group at the apartment complex where the incident occurred, and, the
6 victims perceive that the incident was motivated by bias. This answering defendant denies the
7 remaining allegations contained in Paragraph 33 of the Complaint.

8 34. In answer to Paragraph 34 of the Complaint, this answering defendant denies that
9 Ms. Sparks violated SFHA policy in declining to provide plaintiffs with a priority transfer. This
10 answering defendant is without knowledge or information sufficient to form a belief as to the
11 truth or falsity of the remaining allegations, and on that basis, denies the remaining allegations
12 contained in Paragraph 34 of the Complaint.

13 35. In answer to Paragraph 35 of the Complaint, this answering defendant admits that
14 Ms. Crawford requested a grievance hearing by letter dated September 17, 2005 and a grievance
15 hearing took place on October 6, 2005. This answering defendant is without knowledge or
16 information sufficient to form a belief as to the truth or falsity of the remaining allegations, and
17 on that basis, denies the remaining allegations contained in Paragraph 35 of the Complaint.

18 36. In answer to Paragraph 36 of the Complaint, this answering defendant admits that
19 a grievance hearing was held on October 6, 2005. This answering defendant denies the
20 remaining allegations contained in Paragraph 36 of the Complaint.

21 37. In answer to Paragraph 37 of the Complaint, this answering defendant admits
22 that, on November 1, 2005, SFHA notified Mr. Khan that he is receiving an offer of housing,
23 although the unit was not ready for immediate move-in, and required him to accept or decline
24 the offer within 24 hours, and also notified him that failure to accept this unit without "good
25 cause" will result in his name being removed from the priority transfer waiting list. This
26 answering defendant is without knowledge or information sufficient to form a belief as to the
27 truth or falsity of the allegation that plaintiffs continue to reside in a small apartment or the level
28 of their need for safe and affordable housing, and on that basis, denies these allegations. Further,

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1 this answering defendant denies the remaining allegations contained in Paragraph 37 of the
2 Complaint.

3 38. In answer to Paragraph 38 of the Complaint, this answering defendant is informed
4 and believes, and based upon such information and belief, admits that Mr. and Mrs. Khan went
5 to view the apartment with the SFHA manager for that property and that Mr. Khan informed
6 SFHA that they would not accept the apartment. This answering defendant denies the remaining
7 allegations contained in Paragraph 38 of the Complaint.

8 39. In answer to Paragraph 39 of the Complaint, this answering defendant admits that
9 it issued a written demand for payment of rent for the apartment at Potrero Terrace for the month
10 of September to December 2005 and that the language of the notice stated that Mr. and Mrs.
11 Khan were required to pay rent in full, or deliver up possession of the premises, within 14 days
12 or legal action will be commenced. This answering defendant denies the remaining allegations
13 contained in Paragraph 39 of the Complaint.

14 40. In answer to Paragraph 40 of the Complaint, this answering defendant denies the
15 allegations contained in Paragraph 40 of the Complaint.

16 41. In answer to Paragraph 41 of the Complaint, this answering defendant admits that
17 such allegations were made, but denies that the allegations are true.

18 42. In answer to Paragraph 42 of the Complaint, this answering defendant admits that
19 such allegations were made, but denies that the allegations are true.

20 43. In answer to Paragraph 43 of the Complaint, this answering defendant admits the
21 allegations contained in Paragraph 43 of the Complaint.

22 44. In answer to Paragraph 44 of the Complaint, this answering defendant admits that
23 such allegations were made, but denies that the allegations are true.

24 45. In answer to Paragraph 45 of the Complaint, this answering defendant admits that
25 such allegations were made, but denies that the allegations are true.

26 46. In answer to Paragraph 46 of the Complaint, this answering defendant admits that
27 such allegations.

28 47. In answer to Paragraph 47 of the Complaint, this answering defendant denies the

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1 allegations contained in Paragraph 47 of the Complaint.

2 48. In answer to Paragraph 48 of the Complaint, this answering defendant admits
3 that, under the terms of the consent decree, upon an allegation of a civil rights violation incident,
4 the property manager at Potrero Terrace was required to report the incident to the SFHA Office
5 of Fair Housing and the Office of Fair Housing was required to conduct an independent
6 investigation into the matter and, when possible, assist in identifying the perpetrator. This
7 answering defendant denies the remaining allegations contained in Paragraph 48 of the
8 Complaint.

9 49. In answer to Paragraph 49 of the Complaint, this answering defendant admits that
10 Nanette Sparks was he manager of the eligibility department and that she had notice of the terms
11 of the decree and received a mandatory civil rights training and has responsibility for
12 implementing the decree and providing priority transfer if it is found that the incident met the
13 criteria of an "immediate threat to the life of a member" due to a "hate crime". This answering
14 defendant denies the remaining allegations contained in Paragraph 49 of the Complaint.

15 50. In answer to Paragraph 50 of the Complaint, this answering defendant admits that
16 Ms. Sparks denied the plaintiffs' request for a priority transfer. This answering defendant denies
17 the remaining allegations contained in Paragraph 50 of the Complaint.

18 51. In answer to Paragraph 51 of the Complaint, this answering defendant is informed
19 and believes, and based upon such information and belief, admits that Mr. and Mrs. Khan filed
20 an administrative complaint on behalf of themselves and their children with the United States
21 Department of Housing and Urban Development (HUD) on April 7, 2006. This answering
22 defendant denies the remaining allegations contained in Paragraph 51 of the Complaint.

23 52. In answer to Paragraph 52 of the Complaint, this answering defendant admits that
24 HUD conducted an investigation and issued a "no probable cause" determination on or about
25 July 19, 2006. This answering defendant denies the remaining allegations contained in
26 Paragraph 52 of the Complaint.

27 53. In answer to Paragraph 53 of the Complaint, this answering defendant admits that
28 plaintiffs' attorney filed a tort claim with the Housing Authority under Government Code section

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910 and that SFHA rejected this claim by letter dated May 3, 2006. This answering defendant denies the remaining allegations contained in Paragraph 53 of the Complaint.

54. In answer to Paragraph 54 of the Complaint, this answering defendant denies the allegations contained in Paragraph 54 of the Complaint.

55. In answer to Paragraph 55 of the Complaint, this answering defendant denies that plaintiffs were damaged due to any conduct of SFHA. This answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the allegations contained in Paragraph 55 of the Complaint.

56. In answer to Paragraph 56 of the Complaint, this answering defendant denies that plaintiffs were damaged due to any conduct of SFHA. This answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the allegations contained in Paragraph 56 of the Complaint.

57. In answer to Paragraph 57 of the Complaint, this answering defendant denies that plaintiffs were damaged due to any conduct of SFHA and denies that SFHA refused to provide plaintiffs with a transfer to safe and affordable housing. This answering defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations, and on that basis, denies the allegations contained in Paragraph 57 of the Complaint.

58. In answer to Paragraph 58 of the Complaint, this answering defendant denies the allegations contained in Paragraph 58 of the Complaint.

59. In answer to Paragraph 59 of the Complaint, this answering defendant denies the allegations contained in Paragraph 59 of the Complaint.

60. In answer to Paragraph 60 of the Complaint, this answering defendant denies the allegations contained in Paragraph 60 of the Complaint.

ANSWERS TO THE ALLEGATIONS OF THE FIRST CLAIM FOR RELIEF

[Federal Fair Housing Act]

61. In answer to Paragraph 61 of the Complaint, this answering defendant incorporates by reference the answers to Paragraphs 1 through 60 above, as if fully set forth herein.

1 62. In answer to Paragraph 62 of the Complaint, this answering defendant denies the
2 allegations contained in Paragraph 62 of the Complaint.

3 **ANSWERS TO THE ALLEGATIONS OF THE SECOND CLAIM FOR RELIEF**

4 **[Civil Rights Act of 1866]**

5 63. In answer to Paragraph 63 of the Complaint, this answering defendant
6 incorporates by reference the answers to Paragraphs 1 through 60 above, as if fully set forth
7 herein.

8 64. In answer to Paragraph 64 of the Complaint, this answering defendant denies the
9 allegations contained in Paragraph 64 of the Complaint.

10 **ANSWERS TO THE ALLEGATIONS OF THE THIRD CLAIM FOR RELIEF**

11 **[California Fair Employment and Housing Act]**

12 65. In answer to Paragraph 65 of the Complaint, this answering defendant
13 incorporates by reference the answers to Paragraphs 1 through 60 above, as if fully set forth
14 herein.

15 66. In answer to Paragraph 66 of the Complaint, this answering defendant denies the
16 allegations contained in Paragraph 66 of the Complaint.

17 **ANSWERS TO THE ALLEGATIONS OF THE FOURTH CLAIM FOR RELIEF**

18 **[California Unruh Act]**

19 67. In answer to Paragraph 67 of the Complaint, this answering defendant
20 incorporates by reference the answers to Paragraphs 1 through 60 above, as if fully set forth
21 herein.

22 68. In answer to Paragraph 68 of the Complaint, this answering defendant denies the
23 allegations contained in Paragraph 68 of the Complaint.

24 **DEFENDANT'S AFFIRMATIVE DEFENSES**

25 **AS A FIRST SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
26 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF,** this answering defendant
27 alleges that the Complaint fails to state facts sufficient to constitute a claim upon which relief
28

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1 can be granted against this answering defendant.

2 **AS A SECOND SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
3 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
4 alleges that the injuries, loss and damages of which plaintiff complains, if there were any, were
5 proximately caused by the acts or omissions of parties other than this answering defendant.

6 **AS A THIRD SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
7 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
8 alleges that any recovery for the injuries and damages alleged in the Complaint are barred, in
9 whole or in part, by reason of plaintiffs' own negligence or intentional conduct and, therefore,
10 plaintiffs' recovery, if any, should be reduced in proportion to the percentage of his comparative
11 negligence, fault or bad faith.

12 **AS A FOURTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
13 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
14 avers that if it is found liable, that their degree of responsibility and liability for the damages
15 arising from the injuries and damages allegedly sustained by the plaintiffs be determined, and
16 that it be held liable only for that portion of the total damages in proportion to its liability for
17 same.

18 **AS A FIFTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
19 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
20 alleges that prior to commencement of this action, defendant duly performed and discharged all
21 duties and obligations it may have owed to the plaintiffs arising out of any and all agreements,
22 decrees, representations or contracts made by the parties or on behalf of this answering
23 defendant.

24 **AS A SIXTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
25 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant, at
26 all times pertinent herein, acted in good faith, without ulterior reasons and with honest intent
27 towards plaintiffs.
28

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1 **AS A SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
2 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant, at
3 all times relevant herein, complied with all applicable provisions of federal law, state law and
4 local ordinances, including but not limited to the Federal Fair Housing Act, Civil Rights Act of
5 1866, California Fair Employment and Housing Act, California Unruh Act, and all applicable
6 provisions of the United States Code, California Civil Code, California Government Code,
7 California Health and Safety Code and California implementing regulations.

8 **AS AN EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
9 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
10 alleges that plaintiff has waived, or is estopped from alleging, the matters set forth in the
11 Complaint.

12 **AS A NINTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
13 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
14 alleges that plaintiffs failed to mitigate their alleged damages.

15 **AS AN TENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
16 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
17 alleges that plaintiffs' Complaint is barred by the doctrine of laches.

18 **AS AN ELEVENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
19 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
20 alleges that plaintiffs' Complaint is barred by the doctrine of unclean hands.

21 **AS A TWELFTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
22 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
23 alleges that plaintiffs should be denied recovery under the Complaint, and each purported claim
24 thereof, because plaintiffs' conduct was manifestly unreasonable.

25 **AS A THIRTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
26 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
27 alleges that plaintiffs' Complaint, and each purported claim thereof, is barred by the applicable
28

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1 statute of limitations, including but not limited to California Government Code section 945.6.

2 **AS AN FOURTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
3 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
4 alleges that reasonable cause does not exist to believe that a discriminatory housing practice had
5 occurred.

6 **AS A FIFTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
7 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
8 alleges that the acts or omissions alleged in the Complaint are not discriminatory, but instead are
9 due to a legitimate, non-discriminatory, reason.

10 **AS A SIXTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
11 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
12 alleges that alleges that any and all duties and obligations owed to plaintiffs have been satisfied.

13 **AS A SEVENTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
14 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
15 alleges that plaintiffs failed to comply with their statutory and contractual duties and obligations
16 under the lease, thereby excusing this answering defendant's duties and obligations.

17 **AS AN EIGHTEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
18 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
19 alleges that plaintiffs failed to provide proper notice of the alleged violations prior to filing suit,
20 as required under California law, to afford them an opportunity to investigate and remedy the
21 alleged violations, if there were any.

22 **AS A NINETEENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
23 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
24 alleges that to the extent defendant engaged in any of the acts alleged in the Complaint, such acts
25 or omissions were privileged or justified.

26 **AS A TWENTIETH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
27 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
28

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1 alleges that plaintiffs' alleged damages, if any, are speculative, uncertain and not capable of
2 determination by a finder of fact.

3 **AS A TWENTY-FIRST SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
4 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
5 alleges that it was at all times acting in good faith and with due care, and has qualified
6 immunities for each and every act undertaken by them with respect to plaintiff's alleged claims.

7 **AS A TWENTY-SECOND SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
8 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
9 alleges that its conduct is mandated, authorized and/or directed by laws, regulations or acts of
10 the State of California and therefore this answering defendant is entitled to complete immunity
11 and/or to a qualified immunity.

12 **AS A TWENTY-THIRD SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
13 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
14 alleges that plaintiffs are not entitled to attorneys' fees for this litigation.

15 **AS A TWENTY-FOURTH SEPARATE AND AFFIRMATIVE DEFENSE TO**
16 **THE COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering
17 defendant alleges that it did not act with malice, oppression or fraud toward plaintiffs and,
18 therefore, plaintiffs are not entitled to an award of punitive damages or exemplary damages
19 against defendant.

20 **AS A TWENTY-FIFTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
21 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
22 allege that the imposition of punitive damages would constitute a denial to defendant of due
23 process of law and of equal protection of the laws in violation of the Fifth and Fourteenth
24 Amendments to the United States Constitution, and of Article I, Section 7 of the California
25 Constitution.

26 **AS A TWENTY-SIXTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE**
27 **COMPLAINT AND EACH PURPORTED CLAIM THEREOF**, this answering defendant
28

reserves the right to allege other affirmative defenses as may become known through the course of discovery.

1. That plaintiffs take nothing by reason of this action;
2. That this answering defendant be awarded its costs of suit;
3. That this answering defendant be awarded attorneys' fees;
4. For other such relief as the Court shall deem just and proper.

By: /S/
KEVIN K. CHOLAKIAN
VIVIAN LEUNG LERCHE
Attorneys for Defendant
SAN FRANCISCO HOUSING AUTHORITY

Ahsan Khan et al. v. San Francisco Housing Authority

U.S. District Court, Northern District of California; Case No. CV 07-6209 CW

PROOF OF SERVICE

I, the undersigned, hereby declare that I am a citizen of the United States, over the age of eighteen years and not a party to the within action. My business address is 5 Thomas Mellon Circle, Suite 105, San Francisco, California 94134. I am employed in the County of San Francisco where this service occurs. I am readily familiar with my employer's normal business practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and that practice is that correspondence is deposited with the U. S. Postal Service the same day as the day of collection in the ordinary course of business.

On the date set forth below, following ordinary business practice, I served or caused to be served the within:

DEFENDANT SAN FRANCISCO HOUSING AUTHORITY'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT FOR INJUNCTIVE, DECLARATORY AND MONETARY RELIEF

on the interested parties to this action by transmitting a true and correct copy via e-mail addressed as follows:

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M. Julie Patino, SBN 250375

Adam J. Zapala, SBN 245748

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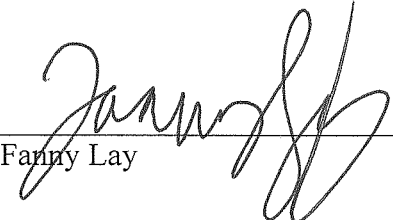
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AZapala@baylegal.org

<input checked="" type="checkbox"/>	(BY E-MAIL) I sent an electronic copy on the date below
<input type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
<input checked="" type="checkbox"/>	(FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this court at whose direction this service is made.

Executed on **May 19, 2008**, at San Francisco, California.


Fanny Lay

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